

**INTERIM COOPERATIVE AGREEMENT**

**BETWEEN**

*INSERT COOPERATING ORGANIZATION'S NAME*

**AND THE**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
VETERINARY SERVICES**

**FOR**

**- Interim/Development Phase -  
Integration of Private and State Animal Tracking Databases (ATD) with the  
National Animal Identification System (NAIS)**

This Interim Cooperative Agreement (ICA) is between the Animal and Plant Health Inspection Service, Veterinary Services, United States Department of Agriculture (USDA), hereinafter referred to as "APHIS" and Name of Organization, hereinafter referred to as the "Organization."

**ARTICLE 1 – PURPOSE**

The purpose of this ICA is to facilitate the deployment of an information technology infrastructure that will enable animal health officials to access animal identification, tracking, and movement data from data sets other than those maintained by the Federal government as necessary to support animal disease control and eradication programs of pests or diseases to protect cattle and bison, cervids (e.g., deer and elk); goats; horses; camelids (e.g., llamas and alpacas); poultry; sheep; and swine in the United States. This agreement assists in implementing an interim/development phase to enable private organizations and States with systems that meet minimum requirements to participate in the development of the infrastructure for the timely advancement of the National Animal Identification System (NAIS).

**ARTICLE 2 - BACKGROUND**

As part of its ongoing efforts to safeguard U.S. animal health, USDA initiated the implementation of the NAIS in 2004. The NAIS is a voluntary cooperative State-Federal-industry program administered by USDA's APHIS. The main objective of the NAIS is to develop and implement a comprehensive information system, which will support ongoing animal disease programs with the goal of enabling State and Federal

animal health officials with the capability to identify all animals and premises that could have been exposed to a pest or disease agent of concern within 48 hours after initial discovery. The animal movement tracking information will be managed by the private sector and States and participants can test the system and offer feedback to help ensure that practical solutions evolve.

### ARTICLE 3 - AUTHORITIES

The Animal Health Protection Act (AHPA) authorizes the Secretary of Agriculture (and thereafter as delegated to APHIS) to carry out operations and measures to control or eradicate any pest or disease of livestock (7 U.S.C. 8308). Section 10411 of the AHPA, 7 U.S.C. 8310, authorizes the Secretary to cooperate with other Federal agencies, States or political subdivisions of States, national or local governments of foreign countries, domestic or international organizations or associations, Indian Tribes, and other persons. Additionally, the Secretary is authorized, pursuant to 7 U.S.C. 2279g, to use cooperative agreements to reflect a relationship with a cooperator to carry out programs to protect the nation's animal and plant resources. In Title 9 of the *Code of Federal Regulations*, parts 1 to 199, are the APHIS disease control program regulations which have requirements for the identification, under certain circumstances, of specified animals.

### ARTICLE 4 - MUTUAL ACKNOWLEDGMENTS

The Organization and APHIS acknowledge that complete, accurate, and timely animal tracking/movement information is needed to support animal disease management programs and will work collaboratively to support the successful integration of private and State animal tracking databases into the NAIS. The parties to this ICA acknowledge that the focus of the NAIS is to support animal disease management programs administered by APHIS and carried out cooperatively with States. The parties also acknowledge that the Animal Trace Processing System (ATPS) will be utilized by both Federal and State animal health officials to submit queries to the Animal Tracking Databases (ATDs) when necessary to control or eradicate disease. The parties to this ICA acknowledge that full utilization of the ATDs during a foreign animal disease outbreak or other emergency situation is necessary; however, the Organization and APHIS will cooperate in the development and definition of a metric for managing the use of the system to facilitate surveillance for domestic or emerging animal diseases during this interim phase. The parties further acknowledge that the purpose of, and information maintained by, the Organization's information system may exceed the criteria of the NAIS, since such information and related programs are specific to that of the Organization.

### ARTICLE 5 - APHIS RESPONSIBILITIES

APHIS is responsible for development, supervision, and maintenance of the ATPS to support the integration of multiple animal tracking databases and will:

1. Establish, maintain, and update the data requirements and system specifications required of databases for participation in this interim phase of developing private and State ATDs that support the NAIS;
2. Evaluate the information systems of the Organization to ensure that they maintain

- compliance with the minimum criteria for participation;
3. Post and update the names of each Organization that meets the defined minimum criteria and is participating in this interim/development phase;
  4. Conduct defined test exercises periodically with participating Organizations;
  5. Provide the Organization tested with the results of test exercises; and
  6. Submit query requests to the Organization when one of the following animal health issues occurs:
    - a. A confirmed positive test for a foreign animal disease;
    - b. An animal disease emergency as determined by the Secretary of Agriculture and/or State Departments of Agriculture;
    - c. The need to conduct a traceback/traceforward to determine the origin of infection for a program disease (brucellosis, tuberculosis, etc.).

## ARTICLE 6 – ORGANIZATION RESPONSIBILITIES

The Organization will maintain an information system that will provide the traceback and trace forward information for animal health officials to manage the animal disease programs. Any Organization having an ATD that meets the minimum criteria of this interim/development phase and elects to participate in this interim phase agrees to:

1. Implement and maintain its system in accordance with all the required specifications defined in the document, “Integration of Private and State Animal Tracking Databases – Interim Phase;”
2. Submit data electronically to the ATPS in accordance with APHIS protocols;
3. Participate in test exercises when requested by APHIS, and, without charge to APHIS, provide APHIS with statistics and other related information as requested periodically on the number of records maintained in its system to enable APHIS to determine national participation in and other information regarding the NAIS;
4. Process queries and supply data for animal identification and movement data, when needed to control or eradicate a disease, to APHIS in accordance with APHIS protocols and without any charge to APHIS for all such actions;
5. Transfer, without requiring any compensation for such transfer, all of its data as defined in Table 1 of the Integration of Private and State Animal Tracking Databases necessary for control or eradication of disease to any other participating organization having an ATD that meets the minimum criteria of this interim phase, in the event that the organization for whatever reason dissolves itself, ceases to operate or conduct business, and/or entirely discontinues its involvement in providing information systems, ATD, or any other activity directly related to the information technology infrastructure being developed to obtain animal identification, tracking and movement data;
6. Authorize APHIS, and others authorized by APHIS, to use the data submitted by the Organization for Federal government purposes free of charge; and
7. Acknowledge that it is responsible for ensuring that it has the legal right and authority to submit its data to APHIS and other authorized users when necessary to control or eradicate a disease, and that, to the best of its knowledge, its data and information system do not infringe any patent, copyright, or other proprietary right of any third party.

## ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

Each signatory party is to use and manage its own funds in carrying out the purpose of this ICA.

## ARTICLE 8 - LIMITATIONS OF COMMITMENT

Participation in this interim phase and ICA does not guarantee that the Organization's system will meet the requirements that define a NAIS Compliant Animal Tracking Database as the system evolves. The Organization agrees to confirm that their participation in this interim phase is as an "Interim ATD Participant" in the NAIS and that they will not promote or imply that their system is a NAIS Compliant ATD. The Organization, as a result of participating in this interim phase and ICA, is not obligated to provide a "NAIS Compliant Animal Tracking Database." APHIS will publish a list of ATD providers that are operating under an ICA for the interim phase.

APHIS' participation in this ICA and any continuation or extension by APHIS thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this ICA shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available.

APHIS does not warrant that the Organization's participation in the program will not infringe any patents, copyrights, or other intellectual property. APHIS does not authorize or consent to any such infringement, and does not indemnify the Organization against liability for any such infringement. APHIS will not be liable to the Organization or to any third party for any such infringement.

## ARTICLE 9 - CONGRESSIONAL RESTRICTION

Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of the ICA or to any benefit to arise therefrom.

## ARTICLE 10 - AMENDMENTS

This ICA may be amended at any time by mutual agreement of the parties in writing.

## ARTICLE 11 - TERMINATION

This ICA may be terminated by either party upon sixty (60) days written notice to the other party.

## ARTICLE 12 - ENTIRETY OF THE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties, and the parties agree that any other prior or contemporaneous representations or understandings not explicitly contained in this ICA, whether written or oral, have no legal or equitable value, force, or effect.

## ARTICLE 13 - EFFECTIVE DATE AND DURATION

Once signed by the respective signatories, this ICA will be in effect through September 30, 2006, and can be renewed annually thereafter on a fiscal year basis.

*Insert Organization's Name*

\_\_\_\_\_  
*Insert Name and Title of signatory for the Organization*

Date:\_\_\_\_\_

ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
VETERINARY SERVICES

\_\_\_\_\_  
Dr. John Clifford, Deputy Administrator, APHIS, VS

Date:\_\_\_\_\_